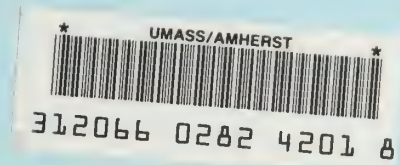


MASS. HS62.2:EV13



EVALUATION OF THE HEALTHY KIDS PROGRAM

GOVERNMENT DOCUMENTS
COLLECTION

1121 1001

REQUEST FOR PROPOSALS

November 20, 1992



COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF HEALTH AND HUMAN SERVICES
DEPARTMENT OF MEDICAL SECURITY

924/64



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1. INTRODUCTION

1.1. BACKGROUND

1.1.1. Legal Authority

The Department of Medical Security (DMS), under the authority of Section 17A of chapter 118F of the general laws as appearing in section 23 of chapter 495 of the acts of 1991, is charged with the responsibility to implement a statewide pediatric health insurance program for the benefit of dependent and adoptive children from birth to age six. Excluded from such services are those children eligible under chapter 118E (Medicaid), section 47C of chapter 175 (dependent coverage included in accident and sickness insurance policies), section 4C of chapter 176B (dependent coverage for newborn infants or adoptive children; inclusion of medical expenses as benefits), and section 4 of chapter 176G (required coverage for certain conditions and groups of the general laws).

1.1.2. The "Healthy Kids" Program

DMS is establishing the "Healthy Kids" Program to address barriers of access to preventive and primary care services for uninsured children from birth through age five in Massachusetts. The goals of this program are to:

- establish a viable pediatric health insurance program
- provide access to preventive and primary care services for children in Massachusetts who do not have private or public health insurance coverage
- improve the health of participating children
- create an effective private program that provides insurance coverage to a segment of the population that lacks basic health care coverage

1.1.3. Program Administration

DMS will administer "Healthy Kids" on a statewide basis through contracts with two insurance carriers: Blue Cross and Blue Shield of Massachusetts and Community Health Plan. Community Health Plan of Northampton, MA will offer the program in Berkshire, Franklin and Hampshire Counties and Blue Cross and Blue Shield will offer the program in all other counties of the state. Enrollment is expected to begin in January 1993.

1.1.4. Background and Description of the "Healthy Kids" Program

Background information about uninsured children in Massachusetts and descriptive information about the "Healthy Kids" Program is contained in Attachment A.

1.1.5. Evaluation of the "Healthy Kids" Program

DMS intends to implement an evaluation of the "Healthy Kids" Program by entering into a contract with a public, private, or private, non-profit organization that will conduct the evaluation in accordance with the specifications in this "Evaluation of the *Healthy Kids* Program", Request for Proposals, November 20, 1992.

1.2 SCOPE OF WORK

The Department intends to contract with one vendor who will be responsible to conduct an evaluation of the **"Healthy Kids"** program on a statewide basis during a fifteen month period commencing at the time of the approval of a contract. It is anticipated that the evaluation would begin on or around March 1, 1993.

The vendor will be required to accomplish, at a minimum, the following performance objectives:

- To collaborate with DMS staff to formulate a set of appropriate questions to be answered by the evaluation
- To develop and implement a non-experimental formative evaluation design to answer the identified evaluation questions
- To develop and implement qualitative and quantitative data collection instruments and sampling methodologies
- To develop and implement an analysis plan
- To conduct surveys, in-person and telephone interviews, and record reviews, as required, with DMS staff, insurance representatives, providers, members and purchasers
- To conduct quantitative and qualitative analyses of evaluation data
- To present evaluation findings, on a periodic basis, to DMS
- To prepare and submit periodic written evaluation reports
- To prepare and submit a final written evaluation report to DMS in a specified format within the required timeframes
- To collect, prepare and submit required programmatic and fiscal reports to DMS within the required timeframes

1.2.1. Formulation of the Evaluation Questions

The vendor will work collaboratively with DMS staff to formulate the major questions to be answered by the evaluation of the **"Healthy Kids"** Program. DMS is interested in formulating, at a minimum, two categories of questions--questions about the program and questions about individuals involved with the program. Program is defined as the health insurance program, **"Healthy Kids"**, sponsored by DMS and delivered by Blue Cross and Blue Shield of Massachusetts (BC/BS) and Capital Area Community Health Plan (CHP) of Northampton, MA. Individuals involved in the program include purchasers, those who buy insurance on behalf of an individual; members, individuals enrolled in the program; insurance representatives, those individuals who manage the program; providers such as doctors, nurses, nurse practitioners and physician assistants who deliver program services; and DMS staff who administer the program.

DMS wishes to formulate questions that must include, but need not be limited to, the following areas:

- **Program**

Program start-up; program administration, program procedures such as marketing/outreach, application, enrollment, eligibility determination and referral; and program service delivery

- **Individuals**

Characteristics of members; utilization of services by members; changes in health indices of members; perceptions of the program by purchasers, members, providers, insurance representatives and DMS staff

All questions developed for the evaluation must be reviewed and approved by DMS. In the event that DMS determines that the questions will not provide the Department with the information it wants or requires from the evaluation, DMS reserves the right to require changes and/or modifications.

1.2.2. Evaluation Design

The vendor will implement a non-experimental, formative evaluation design to provide DMS with answers to the evaluation questions developed in accordance with section 1.2.1. **DMS will not consider experimental or quasi-experimental evaluation designs. Such designs will be deemed unresponsive to this RFP and will be disqualified.** The final evaluation design must be reviewed and approved by DMS.

1.2.3. Data Collection Instruments and Sampling Design

The vendor will be responsible for designing data collection instruments and sampling methodologies for the evaluation. The instruments will include, but need not be limited to, survey questionnaires, structured interview schedules, unstructured interview guides, and record review protocols. The sampling methodologies must be developed to ensure adequate representation of individuals in the various groups identified in section 1.2.1. Any sampling design must be supported by documentation that ensures it meets the highest standards of research. Data collection instruments and the sampling design must be reviewed and approved by DMS prior to implementation.

The vendor will be required to pilot test data collection instruments and sampling designs to identify any problems. The vendor must present the results of pilot tests to DMS with recommendations for remedying any problems that arose in the pilot phase.

1.2.4. Analysis Plan

The vendor must develop an analysis plan that details the information that will be provided, specifying the formats of the reports in which the information will be presented. The analysis plan must be reviewed and approved by DMS prior to implementation.

1.2.5. Surveys, Interviews and Record Reviews

The vendor will be responsible to collect data on a statewide basis by means of, at a minimum, surveys, in-person and telephone interviews and reviews of medical and program records. The details of the data collection schedule will be agreed-to with DMS. The vendor must have the capacity to conduct interviews with non-English speaking individuals. This capacity includes, but need not be limited to, languages such as Spanish, Portuguese, Cape Verdean, Creole, Laotian, Cambodian, Vietnamese and Polish.

There is no data available on the number or distribution of non-English speaking who may be eligible for the program but we can assume that they are distributed in the same areas as the population as a whole.

The vendor must collect data, at a minimum, at three points in the first year of the *"Healthy Kids"* program: as early as possible in the program cycle, at an approximate mid-point and at the end of the initial year of the program.

1.2.6. Coding and Analysis of Data

The vendor will be responsible for coding and entering all quantitative data into a computer data base, coding all qualitative data and for analyzing both quantitative and qualitative data. Quantitative data analyses will consist of frequency distributions and cross tabulations for all variables. Qualitative data analyses will consist of, but need not be limited to, the identification of themes, patterns, concepts, similarities and differences among individuals and across groups of individuals; as well as information about program administration, procedures and services. The data elements and analyses will be specified during the design phase, and must be reviewed and approved by DMS.

The vendor will be required to store all quantitative data collected in ASCII code on diskettes of 3.5 inches in size and will be required to submit diskettes to DMS. The vendor will be required to submit all qualitative data to DMS in a format agreed upon by the vendor and DMS.

1.2.7. Presentation and Reporting of Evaluation Findings

The vendor will be required to make presentations and submit written reports of evaluation findings at intervals after the completion of the data collection schedule identified in section 1.2.5 and within the timelines specified and agreed to by DMS and the vendor. The timetable for presentations and required reports begins on the date of an approved contract between the vendor and DMS. These presentations and reports will consist of, but need not be limited to, the following:

- Analyses and feedback on program implementation, administration and service delivery
- Findings about the characteristics of members, utilization of services by members, health indices of members
- Findings about the perceptions of purchasers, members, and insurance representatives about the program
- Recommendations for modifications, changes or adjustments in various aspects of the program
- Interim reports on findings that provide data for department program planning, legislative hearings and administrative and public requests for information about the program and the individuals enrolled in the program

1.2.8. Final Evaluation Report

The vendor will be required to submit a formal, written evaluation report to DMS at the close of the contract period. The format and content of the report will be agreed to by the vendor and DMS. At a minimum, the report will contain the following sections:

- Purpose of the Evaluation
- Evaluation Design

- Methodology for Data Collection, Sampling and Analyses
- Description of the Implementation of the Evaluation
- Major Findings
- Recommendations

1.2.9. Project Progress and Fiscal Reporting Requirements

The vendor will be responsible to provide DMS with project progress and fiscal reports on a monthly or quarterly basis in accordance with the requirements in Section 4.1.

2. PROPOSAL REQUIREMENTS

Responses to this RFP must consist of two documents: a Program Proposal and a Cost Proposal. **The Program Proposal and the Cost Proposal must be submitted separately. VENDORS MUST NOT INCLUDE COST INFORMATION IN ANY PART OF THE PROGRAM PROPOSAL. INCLUSION OF COST/PRICING INFORMATION IN THE PROGRAM PROPOSAL MAY RESULT IN DISQUALIFICATION OF THE PROPOSAL.**

2.1. PROJECT PROPOSAL

The proposal must be presented in enough detail to demonstrate the bidder's:

- Expertise in the design and implementation of evaluation studies; particularly non-experimental, formative evaluation studies;
- capacity to administer an evaluation on a statewide basis;
- experience in a collaborative approach to designing and implementing evaluation studies;
- ability to collect, analyze and report required evaluation information from multiple sites within the specified requirements and timeframes;
- experience in evaluation of health care and/or health insurance programs.

The sections described below must be included and labeled as indicated.

2.1.1. Project Design and Management

A detailed description of the project must be submitted. The project design should indicate how the project is to be organized, staffed and managed and should include a project organization chart. Information should be provided which will demonstrate the bidder's understanding and management of similar projects, approach to managing a statewide evaluation study and relevant capabilities as described in Section 2.1. The bidder must also explain how the management and coordination of any consultant and/or subcontractor efforts will be accomplished.

2.1.2. Performance Objectives

The bidder must specify, by measurable performance objectives, the expected outcomes of the project and the timeframe for meeting objectives. At a minimum, bidders will be expected to describe how they will meet the requirements of the performance objectives contained in Section 1.2., Scope of Work. As part of that description, the performance objectives must include, at a minimum, the following information:

2.1.2.1. Formulation of Evaluation Questions

The bidder must provide a series of evaluation questions about both the program and individuals involved with the program. These sample questions should represent the bidder's preliminary recommendations of the types of questions that DMS might consider in an evaluation of the "Healthy Kids" program.

2.1.2.2. Evaluation Design

The bidder must present a detailed description of a non-experimental, formative evaluation design. The design must provide for data collection to be implemented, at a minimum, three times during the course of the first year of the program: at a point early in the program, a mid-point and at the end of the first year.

The evaluation design should include sufficient detail to demonstrate the bidder's knowledge, understanding and experience in non-experimental, formative evaluation studies; the rationale for this evaluation design and the benefits and the limitations of this evaluation design.

2.1.2.3. Data Collection Instruments and Sampling Design

The bidder must submit samples of data collection instruments. Samples, at a minimum must include, in whole or in part, survey questionnaires, structured interview schedules, unstructured interview guides, and record review protocols. Bidders are encouraged to submit samples of data collection instruments which they have developed for previous evaluation studies and label them as such. In the event that a bidder wishes to submit samples of instruments that they have not developed or might develop for the program, bidders must label them as such.

Bidders must identify the issues in developing the sampling design and indicate what acceptable standards of research will be employed to ensure adequate and appropriate sampling methodology. Bidders must demonstrate the capability to meet the requirements specified in section 1.2.3. of the Scope of Work.

2.1.2.4. Analysis Plan

The bidder must provide a sample of an analysis plan as specified in section 1.2.4. of the Scope of Work.

2.1.2.5. Surveys, Interviews and Record Reviews

Bidders must provide evidence of their experience and/or ability to meet the requirements specified in section 1.2.5. of the Scope of Work.

2.1.2.6. Coding and Analysis of Data

Bidders must submit brief samples of quantitative and qualitative data analyses and provide evidence of their ability to meet the requirements specified in section 1.2.6. of the Scope of Work.

2.1.2.7. Presentation and Reporting of Evaluation Findings

Bidders must submit samples of executive summaries, interim or abbreviated evaluation reports and demonstrate the ability to meet the requirements of sections 1.2.7. and 1.2.8. of the Scope of Work.

2.1.3. Implementation Plan

A detailed implementation plan and timetable must be submitted and must include project performance objectives, project activities and tasks, responsible staff, expected start and completion dates and anticipated outcomes of all activities and tasks. The implementation plan must present how each aspect of the Scope of Work, Section 1.2, is to be accomplished. A sample implementation plan format has been included in Attachment B.

2.1.4. Project Staffing

The project proposal should include a list of names and proposed major duties of the professional personnel, consultants, and key subcontractor employees assigned to the project. The number of staff or hours devoted to the proposed project must be specified. A description of procedures for the recruitment and selection of staff, consultants and/or trainers must be included.

Resumes of all professional personnel and consultants who will work on the project should be submitted. The resumes should include minimum qualifications, educational background, recent experience and specific expertise related to the proposed project.

2.1.5. Organization Capability

The project proposal should provide the general background, experience and qualifications of the organization. Descriptions of similar or related contracts, subcontracts, or grants should be included and contain the name of the client, contract or grant number, dollar amount, time of performance and the names and telephone numbers of the program manager or client who will be available for contact by the Department. Failure to submit this information may result in disqualification of the proposal.

2.1.6. Reporting and Data Processing Capability

The project proposal should contain information about the bidder's capability to collect, analyze and report the required information by written and electronic methods as described in sections 1.2, 2.1 and 4.1.

2.2 COST PROPOSAL

The cost proposal should present a detailed line item budget which specifies, but need not be limited to, the following:

2.2.1 Budget

- ▶ Staff Time broken down by staff member, hourly rate, fringe benefits;
- ▶ Consultant broken down by individual, hourly rate;
- ▶ Facilities and other rental costs;
- ▶ Other direct costs including computer time, programming costs, general supplies, materials, travel, etc.
- ▶ General overhead and administrative costs. In addition, the bidder should further specify how the proposed figures for general overhead and administrative costs were arrived at, and of what budget items they are composed.

Bidders must submit a narrative budget justification covering all budget line items.

- ▶ Purchase of any equipment, including computers, office equipment and/or furniture and the like are not allowable budget items and will not be funded.

2.3 USE OF MINORITY BUSINESS ENTERPRISES (MBEs)

Qualified and certified MBE providers are strongly encouraged to submit proposals in response to this RFP, and MBE status will be considered favorably in the evaluation process. For the purpose of the MBE provision, the word "certified" means any MBE applicant that has satisfied the requirement of 425 CMR 2.03 or 2.09 as a minority-owned business or non-profit organization and therefore is placed on the list of MBEs published by the State Office of Minority and Women's Business Assistance (SOWMBA). Any minority-owned business or non-profit organization may apply to SOWMBA for MBE certification. In addition, non-MBE providers are encouraged to utilize MBE subcontractors wherever possible. As part of the proposal, the provider may submit a schedule and list of those MBEs with which the provider currently subcontracts. The Department retains the right to approve or disapprove all subcontractors.

3. CONDITIONS OF THE BIDDING PROCESS

3.1 LETTER OF INTENT

We encourage bidders to provide a letter of intent to the Department of Medical Security by **Monday, December 14, 1992** indicating that they plan to submit a proposal in response to the RFP.

3.2 SUBMISSION OF PROPOSALS

Responses to this RFP must be submitted as follows:

- ▶ Project Proposal - One (1) original and ten (10) copies
- ▶ Cost Proposal - One (1) original and ten (10) copies
- ▶ Cover Sheet (See 3.2.1. below) - One (1) original and ten (10) copies
- ▶ Proposal Summary (See 3.2.2. below) - One (1) original and ten (10) copies

Project Proposals and Cost Proposals must be submitted separately. Cover Sheets and Proposal Summary Sheets must be submitted separately from the Project and Cost Proposal, and should not be bound within or otherwise attached to them.

All materials must be delivered to the Department no later than 5:00 p.m. on Tuesday, December 22, 1992.

3.2.1. Cover Sheet

Applicants must submit a cover sheet that contains the following information:

I. BIDDER ORGANIZATION INFORMATION:

LEGAL NAME:
ADDRESS:
TELEPHONE:
EXECUTIVE DIRECTOR:
PROJECT NAME:
PROJECT ADDRESS:
PROJECT CONTACT PERSON:
PROPOSAL CONTACT PERSON:

II. MANDATORY CONTRACT PROVISIONS

The vendor agrees to the mandatory contract provisions as described in section 3.10 of the RFP.

A cover sheet for your use is included in Attachment C .

3.2.2. Proposal Summary

APPLICANTS MUST PROVIDE A PROPOSAL SUMMARY (MAXIMUM TWO PAGES) THAT INCLUDES THE FOLLOWING INFORMATION (WHERE APPLICABLE):

1. Brief narrative summary of:
 - ▶ Project Design
 - ▶ Project Performance Objectives
2. Brief Description of the Organization and Its Unique Capabilities
3. Certification as a Minority Business Enterprise

3.2.3. Address

Proposals should be addressed to:

**Sheila R. Morrison
Assistant Commissioner for Operations
Department of Medical Security
One Ashburton Place, Room 1105
Boston, Massachusetts 02108**

3.3. INQUIRIES

Prospective bidders may submit questions concerning this RFP to the same person and address listed in Section 3.2.3. above.

Such inquiries must be made in writing and received no later than Tuesday, December 8, 1992. Inquiries will be received and consolidated. Written responses will be made available to all prospective bidders.

3.4. BIDDER'S CONFERENCE

Prospective vendors are invited to attend the Bidder's Conference to be held on Thursday, December 3, 1992, 1:00-2:00 P.M.

Meeting Site:

**Rate Setting Commission
China Trade Building, 5th Floor
2 Boylston Street
Boston, MA**

At this meeting, staff of the Department of Medical Security will entertain questions. Oral answers will be given if the information is then available. Questions for which written answers are required will be identified and made available to prospective bidders. Only written answers will be binding on the Commonwealth.

3.5. ADDENDA TO RFP

If it becomes necessary to revise any part of this RFP, or if additional information is necessary to clarify any of its provisions, a supplement will be provided to prospective bidders.

3.6. REJECTION OF PROPOSALS—PREQUALIFICATION CRITERIA

A bidder's proposal will be rejected if the bidder:

- Fails to submit its proposal at the designated address by the deadline established by this RFP;
- fails to submit the proposal in the format specified or to supply the minimum information requested in this RFP;
- fails to state in writing its acceptance of the mandatory conditions in Attachment D of this RFP;
- fails to guarantee the costs for 120 days; or
- refuses a request for an oral presentation.

Any proposal determined to be non-responsive to any requirement of this RFP may be disqualified without evaluation. The Selection Committee, may, at its discretion, determine that non-compliance is insubstantial and can be corrected, or that an alternative proposed by the offeror is an acceptable substitute. In such cases, it may seek clarification, allow minor corrections, apply appropriate penalties in the evaluation, or apply a combination of all three remedies.

3.7. PROPOSAL REVIEW AND SELECTION PROCESS

The proposal review and selection process will be implemented in January, 1993. All proposals will be reviewed by the Evaluation Selection Committee (ESC). The ESC will review proposals and will make final recommendations to the Commissioner of DMS for funding. Decisions regarding funding are expected by February, 1993. Specifically, proposals will be reviewed and selected as follows:

- **Pre-qualification Review:**

DMS will review all proposals to determine if the bidder's proposal meets the prequalification criteria contained in section 3.6.

- **ESC Review and Recommendation:**

All qualified proposals will then be reviewed by an Evaluation Selection Committee (ESC) comprised of representatives of state agencies, private or private; non-profit, community and academic organizations and DMS.

Members of the ESC will review and rank proposals utilizing the selection criteria in section 6. The ESC will make recommendations to the Commissioner of DMS who will make all decisions regarding funding. The Commissioner's decision will be final.

3.8 ORAL PRESENTATIONS

The Department may invite bidders whose proposals are deemed to be responsive to make an oral presentation. The presentation will be held after the deadline for the submission of proposals. Bidders will receive at least forty-eight (48) hours notice to prepare for the oral presentation. Notice may be oral, rather than written.

3.9 TIMETABLE FOR PROCUREMENT

- ▶ RFP issued - Friday, November 20, 1992
- ▶ Bidder's Conference - Thursday, December 3, 1992, 1-2 PM
- ▶ Written Inquiries Due - Tuesday, December 8, 1992
- ▶ Letter of Intent Due - Monday, December 14, 1992
- ▶ Proposals due - Tuesday, December 22, 1992, 5 PM
- ▶ Expected Date of Initial Announcement - February 1993

3.10 MANDATORY CONTRACT PROVISIONS

The proposal must include a signed statement that the bidder agrees to accept the Mandatory Contract Provisions contained in Attachment D, Standard Contract, of this RFP. Bidders are advised that from time to time, the state revises its Standard Contract. If, in the course of contract negotiations, the Standard Contract is revised, changed or amended, bidders will be required to sign the revised Standard Contract and agree to all the terms and conditions, thereof. Bidders must also agree to accept a request for an oral presentation and guarantee the costs of the proposal for 120 days.

This can be accomplished by completing the cover sheet which has been included in Attachment C.

3.11 FREEDOM OF INFORMATION

All proposals and related documents submitted in response to this RFP are subject to the Massachusetts Freedom of Information Law, M.G.L., Chapter 66, Section 10 and to Chapter 4, Section 7, Subsection 26, regarding public access to such documents. Statements or endorsements inconsistent with those statutes will be disregarded.

3.12 CANCELLATION OF PROCUREMENT

The Commonwealth retains the right to cancel this procurement at any time before a contract has been executed and approved, in which event all proposals received in response to this RFP will be rejected.

3.13 COST OF BIDDER'S RESPONSE

No costs or expenses incurred by bidders in responding to this RFP or in participating in this competitive procurement will be borne by the Commonwealth.

3.14 RETURN OF PROPOSALS

The Commonwealth shall be under no obligation to return any proposals or materials submitted by a bidder in response to this RFP.

4. CONTRACT REQUIREMENTS

4.1. REPORTING REQUIREMENTS

The vendor will be required to provide DMS with project and fiscal reports on a monthly or quarterly basis in accordance with the requirements as specified in and agreed upon in the contract that will be executed between DMS and the vendor. At a minimum, reports will cover, but need not be limited to, the following:

4.1.1. Project Reports: Performance Objectives

The vendor will be expected to report on the progress of the project in accomplishing the performance objectives specified in the contract. These performance objectives will include, but need not be limited to, those contained in the Scope of Work, Section 1.2. Project reports must include quantitative information as well as a project narrative that indicates, at a minimum, progress toward stated objectives; problems, if any; and corrective action strategies.

4.1.2 Fiscal Reports: Expenditures

The vendor will be required to submit monthly or quarterly expenditure reports that will require, at a minimum, information about expenditures for project operations and achievement of performance objectives. The fiscal report must contain, but need not be limited to, the following expenditure categories:

- ▶ Staff and consultant salaries and travel
- ▶ Facilities and other rental costs
- ▶ Supplies, materials
- ▶ Completed performance objectives

Any additional data collection and reporting requirements will be negotiated between DMS and the vendor and will be contained in the contract.

4.2. CONTRACTOR-DEPARTMENTAL MEETINGS

The contractor will agree to meet representatives of DMS on a monthly or as needed basis to discuss progress of the project and to identify and resolve any problems or issues that might impede the successful implementation of the project.

4.3. MONITORING AND AUDIT

DMS reserves the right to conduct periodic on-site project monitoring and fiscal audit in accordance with standard state monitoring and audit procedures as specified and agreed to in the contract between the vendor and DMS.

4.4. PAYMENT

Payments under contracts awarded as a result of this RFP will be made on the basis of costs, performance or such other factors as the Department and the contractor may establish through negotiations.

5. AVAILABILITY OF FUNDS

The Department intends to award one contract of fifteen (15) months duration in an amount not to exceed \$100,000.

Funds for this program rest in a state appropriation account and are subject to fiscal year appropriations. The obligations of the Department under a contract for any subsequent fiscal year following the fiscal year in which a contract is executed is subject to the appropriation to the Department of funds sufficient to discharge the Department's obligation which accrues in such subsequent fiscal year, and to the authorization to spend such funds for the purposes of this contract.

6. SELECTION CRITERIA

Overview

The Evaluation Selection Committee (EC) will review and rank all proposals and make recommendations to the DMS Commissioner who will make decisions regarding funding for proposals. The Commissioner's decisions will be final.

The evaluation of individual responsive proposals will be based upon the extent to which the proposals comply with the requirements of this RFP and meet the following criteria:

6.1. PROJECT PROPOSAL

6.1.1. Project Design and Management

Is there evidence of:

- ▶ a clear description of how the project will be effectively organized, staffed and managed to carry out the evaluation study;
- ▶ an organization chart that illustrates adequate staff and clear lines of authority and communication;
- ▶ bidder's understanding and management of similar projects;
- ▶ a well-designed approach to management of a statewide evaluation study; and
- ▶ reasonable coordination of consultant and/or subcontractor(s).

6.1.2. Performance Objectives

Is there evidence of:

- ▶ performance objectives that are specific and measurable and inclusive, at a minimum, of those performance objectives, specified in section 1.2.
- ▶ well-designed samples of materials specified in section 2.1.2.1. through section 2.1.2.7.
- ▶ well-designed materials used by the bidder in a previous evaluation(s)

6.1.3. Implementation Plan

Is there evidence of:

- ▶ a detailed description of how and when each aspect of the project is to be accomplished; and
- ▶ a description of the specific performance objectives of the project, project activities and tasks, responsible staff, expected start and completion dates and anticipated outcomes of all project work

6.1.4. Project Staffing

Is there evidence of qualified staff, adequate staffing and recruitment procedures represented by:

- ▶ names, resumes and proposed major duties of all professional personnel, consultants, and/or key subcontractors assigned to the project;
- ▶ number of staff hours allocated to the project; and
- ▶ procedures for recruitment and selection of staff, consultants and/or sub-contractors

6.1.5. Organization Capabilities

Is there evidence of:

- ▶ demonstrated expertise in the design and implementation of evaluation studies; particularly non-experimental, formative evaluation studies;
- ▶ capacity to administer an evaluation on a statewide basis;
- ▶ demonstrated experience in collaboration in the design and implementation of an evaluation study;
- ▶ demonstrated computer capability to collect, analyze and report required evaluation information from multiple sites within the specified requirements and timeframes;
- ▶ past performance and accomplishments of the organization with similar evaluations, especially in health care and/or health insurance programs;

6.1.6. Reporting and Data Processing Capability

Is there evidence of:

- ▶ ability to collect and report relevant program, project and fiscal information in accordance with requirements in sections 1.2, 2.1. and 4.1.

6.1.7. Minority Business Enterprises (MBEs)

Is there evidence of:

- ▶ certification as MBE; and/or
- ▶ sub-contracts with MBE certified organizations.

6.2 COST PROPOSAL

6.2.1. Budget

Costs will be analyzed to determine the following:

- ▶ total cost of proposal;
- ▶ reasonableness of projected costs;
- ▶ cost of proposal in relation to the proposed project

SUMMARY PROPOSAL REVIEW FORM

A. PROGRAM PROPOSAL:

POINTS
ASSIGNED

POINTS
AWARDED

1. Project Design and Management	15	_____
2. Performance Objectives	30	_____
3. Implementation Plan	15	_____
4. Project Staffing	15	_____
5. Organization Capabilities	15	_____
6. Reporting	10	_____

PROGRAM SCORE

A. _____
100

B. COST PROPOSAL:

1. Budget	20	_____
2. Reasonableness of Projected Costs	15	_____
3. Cost in Relation to Proposed Project	15	_____

COST SCORE

B. _____
50

Bonus Points 0 5 10

C. MINORITY BUSINESS ENTERPRISE

Add 10 points if minority business

Add 5 points if subcontracting with minority business

C. _____
15

GRAND TOTAL (A+B+C) _____
165

RANK: OF THE _____ PROPOSALS REVIEWED, THIS PROPOSAL IS RANKED _____.
(Number) (Number)
(NUMBER 1 = MOST FAVORABLE TO _____ = LEAST FAVORABLE)
(Number)

NAME OF COMMITTEE CHAIRPERSON: _____

SIGNATURE OF COMMITTEE CHAIRPERSON: _____

***BACKGROUND AND DESCRIPTION OF THE
"HEALTHY KIDS" PROGRAM***

BACKGROUND

National Overview

Access to adequate health care for our nation's children is related to both the availability of health insurance and quality sources of health care.¹ Figures on the number of uninsured children vary widely depending on which study is used. The Health Interview Survey conducted in 1988 estimated that approximately 10.8 million children under the age of 18 were not covered by either a private health insurance plan or by Medicaid. (Rosenbaum, 1991) A review of national patterns of health insurance coverage of children over a ten year period (1977-1987) indicated that the percentage of children without private or public health insurance coverage increased forty percent (40%) during that time period. (Cunningham and Monheit, 1990)

The explanation for the increase in children without health insurance coverage is complex, but two trends have been identified as

- the decline of private health insurance coverage since 1977; and
- the decline in the percentage of those covered by public programs in employed single-parent households.

Nationally, almost three-quarters of children were covered by private insurance in 1977 as compared with just over two-thirds of children by 1987. This loss of private coverage was concentrated almost exclusively among children in two-parent, single-worker households. In 1977, one-third of such children were covered by a public program, while only 13.4% were covered in 1987. (Cunningham, 1990)

The national trends also indicate that children in poor and low-income families, in particular, lack access to health insurance coverage. Changes in medicaid eligibility, the decline in real earnings of workers, and the loss of jobs in the industrial sector to the service sector, in which employers are less likely to offer fringe benefits such as health insurance, have all contributed to the decrease in health insurance coverage in the intervening years between 1977 and 1987. (Cunningham, 1990)

In the nation, overall, lack of access to health care services for children is evidenced by a lack of improvement in maternal and child health. For example, over the past decade there has been a decline in the level of childhood immunizations, nationwide, particularly in children under the age of two. Given this decline in immunization levels, there has been a subsequent rise in the incidence of preventable childhood diseases. The notable impact of such trends is reflected in the preliminary findings for 1990 of 40 pediatric measles-related deaths--the greatest number since 1971. Only seventy to eighty percent (70% -80%) of children younger than two were fully vaccinated against preventable disease in 1990 and that in some large cities, there is evidence that immunization levels for infants and toddlers are at fifty percent (50%) or less. (Rosenbaum, et al, 1991)

The Health Interview Survey indicated that lack of health insurance coverage had a significant impact on children's use of health services...

"at every age...insured children were significantly more likely than their uninsured counterparts to have a regular source of primary health care and were more likely to have made at least one preventive health visit during the year." (Rosenbaum, 1991:23)

Wood (1990) found that poor, uninsured children often did not have a regular source of care and frequently used emergency rooms and hospital outpatient departments for their health care services and most frequently encountered financial barriers to health care.

¹ All data on health insurance coverage for children are determined by an analysis of health insurance coverage for families with dependent children.

It is clear that specific aspects of preventive health care for children such as nutritional status, early childhood screening for vision, hearing, lead poisoning and iron-deficiency impact on subsequent health development, cognitive functioning and school achievement. Early treatment of health problems is essential and can only be accomplished by providing a level of care that covers the full array of preventive and primary care services. Only in this way can we hope to promote the growth and development of our children. (Oberberg, 1990; Wood, 1990)

- **Initiatives on the State Level**

Several states have initiated ventures to provide access to low-cost pediatric health insurance coverage and health care services for children. Some program models are private programs that provide health insurance coverage while others are public programs sponsored by the state to provide health care services. Services provided and age groups covered vary considerably from state to state. In the state of Washington, the "Basic Health Plan," a managed-care insurance model provides outpatient and inpatient care for family members under the age of 65 who meet certain income guidelines and live in selected demonstration areas. In New York and Minnesota, state-sponsored programs offer comprehensive outpatient care for children age birth to 13 years, and age one to eighteen, respectively. As of April, 1991, Pennsylvania and 10 other states have implemented the "Caring Foundation" programs. This model establishes a non-profit foundation sponsored by Blue Cross/Blue Shield and provides outpatient care and primary and preventive services generally for children under age 19.

1.2.2. Children's Access to Health Insurance and Health Care in Massachusetts

Background

Massachusetts has shown leadership in Medicaid and other reforms to address the health care needs of children. As of January 1991, it was one of 18 states to extend coverage to all pregnant women and infants with incomes less than 185% of poverty.

In 1990, Massachusetts was one of the first states to streamline Medicaid application procedures by eliminating the use of any asset test for women, infants and young children; adopting the use of very short application forms, and instituting presumptive (temporary) eligibility for pregnant women awaiting a final determination of Medicaid eligibility. (Rosenbaum, 1991) In addition, Massachusetts was one of six states to require insurance coverage of well child care. (Newacheck, 1990) Of importance also is the progress being made in Massachusetts toward improved maternal and child health care as evidenced by preliminary indications that 1990 will show a decrease in the infant mortality rate.

Private health insurance, however, is not accessible or affordable to many residents of Massachusetts. A 1990 study of the uninsured indicated that approximately 455,000 residents (8%) were found to be uninsured. (Blendon, 1990) Many residents are underinsured and certain groups were found to be disproportionately uninsured. For example, twenty-two percent (22%) of those residents living below poverty and twenty percent (20%) just above poverty were uninsured. In addition, in Western Massachusetts, thirty-five percent (35%) of those living below the poverty line were uninsured in comparison with twenty-two percent (22%) statewide.

- *Uninsured Children in Massachusetts*

Of the total number of uninsured in Massachusetts, findings indicated that 91,000 or (20%) were children age 17 and under. (Blendon, 1990) Based upon a breakdown of the data for the 17 and under age group, we have estimated that approximately 33,000 children from birth up to age six are uninsured. Table 1 presents the breakdown of uninsured children in the birth to age six category.

TABLE 1.
Uninsured Children
Birth to Age Six
1989

Age 1 and below	1,091
Age 1 - 4	26,040
Age 5	5,683
TOTAL CHILDREN	32,814

Source: Data Set, Harvard Medical School,
January 22, 1991.

Blendon (1990) reported data on the uninsured, statewide as well as by geographic region. Data were reported by five geographic regions: Western Massachusetts, Worcester, Northeastern Massachusetts, Greater Boston and Southeastern Massachusetts. It was learned that concentrations of the uninsured varied from region to region with the greatest concentration of uninsured found in western Massachusetts (15%). The Department of Medical Security has made a rough estimate of the numbers of uninsured children in the birth to age six category by region. Table 2 presents this information.

TABLE 2.
Estimated Number of Uninsured Children
Ages 0 to 6
By Region

Region I	Western Massachusetts	7,596
Region II	Worcester	1,764
Region III	Northeastern Massachusetts	3,024
Region IV	Greater Boston	16,524
Region V	Southeastern Massachusetts	3,744
TOTAL		32,652

• The Massachusetts Initiative

To address the problem of uninsured children in Massachusetts, DMS has designed and implemented the **"Healthy Kids"** program, a new statewide pediatric health insurance program. The **"Healthy Kids"** program is described in the question and answer fact on the following pages.

"HEALTHY KIDS": A PRIMARY AND PREVENTIVE PEDIATRIC HEALTH INSURANCE PROGRAM

QUESTIONS AND ANSWERS

1. What is the "Healthy Kids" Program?

The "Healthy Kids" Program is a new statewide pediatric health insurance program for the benefit of uninsured children from birth through age five who do not have private or public health insurance coverage. This program will provide access to preventive and primary care services for the estimated 33,000 uninsured children in the state who lack this coverage. Enrollment is expected to begin in January 1993.

2. Who qualifies for the program?

Every child in Massachusetts through age five who does not currently have public or private health insurance coverage for primary and preventive care services is eligible for participation in the "Healthy Kids" Program. In addition, some children may qualify for a discount on the premium. Refer to question 4. for more information regarding premium discounts.

3. How is the program administered?

The Department of Medical Security (DMS) will administer "Healthy Kids" on a statewide basis through contracts with two insurance carriers: Blue Cross and Blue Shield of Massachusetts (BC/BS) and Community Health Plan (CHP). CHP of Northampton, MA will offer the program in Berkshire, Franklin and Hampshire Counties. BC/BS will offer the program in all other counties of the state.

4. How much does this program cost?

This program is partially supported by premiums, co-payments and deductibles paid by subscribers. The premiums for the initial year have been set at \$40.71 per member per month with BC/BS and \$42.46 per member per month with CHP. Depending on family income, many families will qualify for a discount on the premium, as well as reductions in the amounts for co-payments and deductibles. The chart below describes the amounts to be paid for premiums, co-payments, and deductibles by income category. The chart in the Attachment provides guidelines for determining the specific income category for each family.

	<100%	101%-133%	134%-200%	201%-300%	301%-400%	>400%
PREMIUM	No charge	No charge	No charge	\$16.28 PMPM - BC/BS \$16.98 PMPM - CHP	\$16.28 PMPM - BC/BS \$16.98 PMPM - CHP	\$40.71 PMPM - BC/BS \$42.46 PMPM - CHP
CO-PAY	No charge	No charge	\$1 for primary care & pharmacy	\$2 for primary care & pharmacy	\$3 for primary care & pharmacy	\$5 for primary care & pharmacy
ANNUAL DEDUCTIBLE	No charge	No charge	\$5 for lab, x-ray & specialty services	\$10 for lab, x-ray & specialty services	\$15 for lab, x-ray & specialty services	\$20 for lab, x-ray & specialty services

5. What services are covered through the "Healthy Kids" program?

The *"Healthy Kids"* Program will provide coverage of full preventive care, as recommended by the American Academy of Pediatrics; and routine primary care, laboratory, x-ray, and specialty care services. Pharmacy services for the treatment of routine primary care conditions will also be covered.

PREVENTIVE SERVICES:

Based upon the recommendations of the American Academy of Pediatrics, preventive services will include the following:

- physical examinations, which include: health measurements and hearing and vision screenings
- appropriate immunizations,
- routine laboratory tests as recommended by the physician
- screening for lead poisoning, and
- educational information regarding nutrition, growth and development, safety and injury prevention.

Other services, as periodically recommended by the American Academy of Pediatrics, will also be covered.

Periodic assessments are to be offered on a schedule of not less than six (6) times during the child's first year after birth, three (3) times during the second year and at least once each year from age three (3) through age five (5).

PRIMARY CARE SERVICES:

Primary care services will include the diagnosis and treatment of children for minor, routine, uncomplicated, episodic health problems in an office or outpatient primary care setting.

LABORATORY, X-RAY, PHARMACY AND SPECIALTY CARE SERVICES:

Prescribed routine, ambulatory diagnostic x-ray and laboratory services; prescribed drugs needed for the treatment of minor, routine, uncomplicated primary care conditions; and specialty services for the assessment and treatment recommendations for identified problems will be covered.

6. What services are not covered?

The *"Healthy Kids"* Program does not cover the following services:

- inpatient hospitalization, outpatient surgery, cosmetic surgery, emergency room treatment, custodial care, organ transplants;
- mental health services; experimental services; ambulance services; dental care; therapeutic services such as chemotherapy, hemodialysis, radiation therapy, occupational therapy and physical therapy;
- personal comfort items, eyeglasses, or hearing aids, durable medical equipment; and
- services which are not medically necessary for the diagnosis, treatment or prevention of illness or injury.

ATTACHMENT

ANNUAL FEDERAL POVERTY INCOME GUIDELINES (AS OF FEBRUARY 15, 1992)

FAMILY SIZE*	<= 100%	101% - 133%	134% - 200%	201% - 300%	301% - 400%	> 400%
1	\$0 - \$6,810	\$6,811 - \$9,057	\$9,058 - \$13,620	\$13,621 - \$20,433	\$20,434 - \$27,240	>= \$27,241
2	\$0 - \$9,190	\$9,191 - \$12,223	\$12,224 - \$18,380	\$18,381 - \$27,573	\$27,574 - \$36,760	>= \$36,761
3	\$0 - \$11,570	\$11,571 - \$15,388	\$15,389 - \$23,140	\$23,141 - \$34,713	\$34,714 - \$46,280	>= \$46,281
4	\$0 - \$13,950	\$13,951 - \$18,554	\$18,555 - \$27,900	\$27,901 - \$41,853	\$41,854 - \$55,800	>= \$55,801
5	\$0 - \$16,330	\$16,331 - \$21,719	\$21,720 - \$32,660	\$32,661 - \$48,993	\$48,994 - \$65,320	>= \$65,321
6	\$0 - \$18,710	\$18,711 - \$24,884	\$24,885 - \$37,420	\$37,421 - \$56,133	\$56,134 - \$74,840	>= \$74,841
7	\$0 - \$21,090	\$21,091 - \$28,050	\$28,051 - \$42,180	\$42,181 - \$63,273	\$63,274 - \$84,360	>= \$84,361
8	\$0 - \$23,470	\$23,471 - \$31,215	\$31,216 - \$46,940	\$46,941 - \$70,413	\$70,414 - \$93,880	>= \$93,881
9	\$0 - \$25,850	\$25,851 - \$34,381	\$34,382 - \$51,700	\$51,701 - \$77,553	\$77,554 - \$103,400	>= \$103,401
10	\$0 - \$28,230	\$28,231 - \$37,546	\$37,547 - \$56,460	\$56,461 - \$84,693	\$84,694 - \$112,920	>= \$112,921

*Family size includes parents and all children.

ATTACHMENT B

SAMPLE IMPLEMENTATION PLAN

<i>PROJECT ACTIVITIES</i>	<i>RESPONSIBLE AGENTS</i>	<i>TIMELINE</i>	<i>OUTCOMES</i>
1. <i>Develop evaluation questions</i>	<i>Project Coord./ DMS staff</i>	<i>Mar. 1992</i>	<i>Evaluation Questions</i>
2. <i>Design data collection instruments</i>	<i>Project Staff</i>	<i>Mar. 1992</i>	<i>Instruments</i>

COVER SHEET

I. BIDDER ORGANIZATION INFORMATION

LEGAL NAME:
ADDRESS:
TELEPHONE:
EXECUTIVE DIRECTOR:
PROJECT NAME:
PROJECT ADDRESS:
PROJECT CONTACT PERSON:
PROPOSAL CONTACT PERSON:

II. MANDATORY CONTRACT PROVISIONS

The undersigned guarantees the costs in this proposal for 120 days, and agrees to accept a request for an oral presentation. In addition, the undersigned accepts unconditionally and without reservation all of the terms and conditions set forth in Attachment D, Standard Contract, to the RFP to which this proposal responds. The undersigned further agrees to the incorporation of any and all of those terms and conditions, in their entirety and without modification, into any contract resulting from the RFP and this proposal.

Signature in blue ink of Authorized Officer

Name and title of Authorized Officer

STANDARD CONTRACT

THE COMMONWEALTH OF MASSACHUSETTS - STANDARD CONTRACT

Doc. ID.# _____

This Standard Contract (hereinafter the "Contract") is entered into by and between the Commonwealth of Massachusetts (hereinafter the "Commonwealth"), through its department: _____

_____ with its principal place of business address located at: _____

_____ (hereinafter the "Department"); and _____

_____ a (check one):

- | | | |
|--|--|---|
| <input type="checkbox"/> Massachusetts Corporation (Domestic)
<input type="checkbox"/> Non-Mass Corporation (Foreign)
<input type="checkbox"/> Non-U.S. Corporation (Alien)
<input type="checkbox"/> Professional Corporation
<input type="checkbox"/> Not-For-Profit Corporation
<input type="checkbox"/> Non-incorporated Association | <input type="checkbox"/> Limited Partnership
<input type="checkbox"/> Partnership
<input type="checkbox"/> Individual (Independent Contractor)
<input type="checkbox"/> Individual (Non-Independent Contractor)
<input type="checkbox"/> Non-State University (State Univ use ISA only)
<input type="checkbox"/> Municipality, County, City, Town, District, Commission | <input type="checkbox"/> Federal Agency
<input type="checkbox"/> Public Authority* (M.G.L. c.29 s.1)
<input type="checkbox"/> Quasi-Public Agency*
<input type="checkbox"/> Trust
<input type="checkbox"/> Other (specify): _____
(*Follow 815 CMR 2.00) |
|--|--|---|

with its principal place of business address located at: _____

_____ (hereinafter the "Contractor").

1. SCOPE OF SERVICES AND ADDITIONAL TERMS AND CONDITIONS. The Contractor agrees to perform the services outlined in ATTACHMENT A - SCOPE OF SERVICES AND ADDITIONAL TERMS AND CONDITIONS in accordance with the terms and conditions of this Contract. The Contractor represents that the Contractor is qualified to perform the services required under this Contract and shall obtain all requisite licenses and permits to perform these services. The Department and the Contractor shall specifically identify in ATTACHMENT A all "deliverables" including but not limited to services, programs, and goods to be produced, provided by the Contractor, or delivered to the Department pursuant to this Contract. The provisions contained below may be modified only as specifically provided in each section of this Contract.

2. PERIOD OF PERFORMANCE

(a) (Please check appropriate section):

(M.G.L. c.29 s.29A SERVICE CONTRACT.) In no event shall the Contractor be reimbursed for services rendered prior to the date that this Contract has been approved by the Secretary or authorized delegate of the Department on the appropriate form pursuant to the Executive Office for Administration and Finance Regulation 801 CMR 20.00. No payments shall be made to the Contractor prior to the date that the executed Contract or a certified copy thereof, including all relevant attachments, and the requisite approvals or signatures required by 801 CMR 20.00 have been filed with the Office of the Comptroller.

The period of performance for services under this Contract shall begin on or about _____, 19____, but in no event shall services begin prior to the last execution date of the parties in section 26.

(b) The Contractor understands and agrees that the performance of services under this Contract shall terminate no later than _____, 19____, unless a written amendment to renew or extend this Contract is executed by both parties and filed with the Office of the Comptroller prior to the termination date indicated in this paragraph, in accordance with all applicable regulations and procedures. The Contractor understands and agrees that the Contractor shall not be reimbursed for any services provided after the date of termination stated in this paragraph or prior to the approval of any renewal or extension of this Contract in accordance with the provisions of this paragraph.

3. MAXIMUM OBLIGATION-COMPENSATION.

The Department's total maximum obligation under this Contract shall not exceed: \$_____ dollars. The Department shall compensate the Contractor for goods and services provided and payments shall be made in accordance with the rates and amounts specified in ATTACHMENT B - BUDGET AND APPROVED EXPENDITURES. Unless otherwise provided in ATTACHMENT A, the Contractor shall be permitted to vary among budget line items of the Contract ONLY upon the prior written approval of the Department. The Contractor shall only be reimbursed for travel expenses and meals as specifically indicated in ATTACHMENT B. Any applicable maximum number of hours per day, per week, per month or for the duration of this Contract shall be specifically identified in either ATTACHMENT A or B. The Contractor shall not be reimbursed for any work performed in addition to this maximum number of hours without prior written approval of the Department. The Department shall retain the right to disallow payment for any expenses claimed by the Contractor for which there is no supporting documentation. If the Department determines that the Contractor received payments not authorized under this Contract, the Contractor shall reimburse the Department upon demand. The Contractor shall not be reimbursed for holidays, sick days or time other than that spent providing services pursuant to this Contract. The acceptance of the last payment for services upon completion of this Contract or upon termination, without any written objections, shall in each instance operate as a release and discharge of the Commonwealth, the Department, its agents and employees, from all claims, liability, responsibility or other obligations to this Contractor relating to the performance of the Contract.

4. METHOD OF PAYMENT.

Unless otherwise provided in ATTACHMENT A, all payments to Contractor shall be made in accordance with either:
 (a) Payment Voucher System. Promptly after the last day of the payment period in which the services are performed (weekly or monthly), the Contractor shall submit corresponding Payment Vouchers (Form PV), or similar invoices, with supporting documentation to the Department for costs incurred during the payment period just ended. The Department shall have fifteen (15) days to review and approve the invoice. The Department shall return any unapproved invoice to the Contractor within fifteen (15) days of receipt, with a written explanation for the rejection of the invoice. The Department and Contractor shall indicate any additional requirements or modifications to the aforementioned procedures in ATTACHMENT A. The Department agrees

THE COMMONWEALTH OF MASSACHUSETTS - STANDARD CONTRACT

to make all reasonable efforts to process payments within thirty (30) days in accordance with the Office of the Comptroller Regulation 815 CMR 4.00. Late penalty interest for payments made in excess of forty-five (45) days shall be paid in accordance with 815 CMR 4.00 unless otherwise provided by law. Invoices for services performed or goods delivered during the preceding fiscal year (July 1-June 30) must be submitted for payment no later than August 15th for the services performed or goods delivered during the preceding fiscal year. In accordance with the federal Omnibus Budget Reconciliation Act (OBRA) of 1990, "Individual" Contractors shall be paid through this method of payment if the Department determines, after completion of the federal Internal Revenue Service SS-8 Form, or other applicable form, that the Contractor is an independent contractor for the purposes of this Contract.

(b) Payroll System. In accordance with the federal Omnibus Budget Reconciliation Act (OBRA) of 1990, "Individual" Contractors shall be paid through this method of payment if the Department determines, after completion of the federal Internal Revenue Service SS-8 Form, or other applicable form, that the Contractor is an employee for the purposes of this Contract. Promptly at the end of the first working week in which services are performed and for every week during the period of performance of this Contract in which services are performed, based on the number of service hours worked during that week, the Contractor shall submit a time sheet to the Department. The Department shall review the completed time sheet, make adjustments with the consent of the Contractor and provide the Contractor with a copy of any adjustments. The Department shall process payment(s) to the Contractor through a "Contractor Payroll System" and reimburse the Contractor on a weekly or monthly basis for services performed. Deductions for state and federal tax purposes, mandatory retirement coverage or any other mandatory deductions, shall be made for any Contractor paid through the "Contractor Payroll System".

5. FUNDING AND FISCAL YEAR APPROPRIATIONS. State appropriations for expenditures by Departments of the Commonwealth are ordinarily made on a fiscal year basis. The fiscal year of the Commonwealth is the twelve (12) month period beginning on July 1st and ending June 30th. The Contractor understands and agrees that the obligations of the Department under this Contract for the current and any subsequent fiscal year are subject to the appropriation to the Department of funds sufficient to discharge the Department's obligations which accrue in the current or subsequent fiscal year, and subject to the authorization to spend such funds for the purposes of this Contract. In the absence of such appropriation or authorization, this Contract shall be terminated immediately upon the Contractor's receipt of notice pursuant to section 20. "NOTICE". The maximum obligation of this Contract for the current or any subsequent fiscal year, as specified in section 3. "MAXIMUM OBLIGATION-COMPENSATION", and the expenditures for contracted services which will extend beyond a single fiscal year, shall not exceed in any fiscal year the amount appropriated and authorized for said fiscal year. If this Contract is funded with federal funds, the obligations of the Department under this Contract for any fiscal year are subject to the availability to the Department of federal funds sufficient to discharge the Department's obligations and to the federal authorization to spend such funds for the purposes of this Contract. In the absence of such availability or authorization, this Contract shall be terminated immediately upon the Contractor's receipt of notice pursuant to section 20. "NOTICE".

6. KEY PERSONNEL. For all M.G.L. c.29 s.29A service contracts, or for any other contract upon the Department's request, the Contractor shall list the key personnel who will be assigned to the Contractor's obligations under this Contract in ATTACHMENT C - KEY PERSONNEL. Unless otherwise provided in ATTACHMENT C, the Contractor represents that the individuals named in ATTACHMENT C are its employees and that the services of each named individual are necessary to the performance of the services under this Contract and shall be required unless that individual becomes unavailable for performance under this Contract for reasons of the individual's death, disability, incapacity, relocation, retirement, resignation or termination of the underlying employment relationship. The Department and the Contractor shall specify in ATTACHMENT C the procedures for replacing any key personnel who become unavailable for performance. The Department shall have the right to submit a written request that the Contractor remove or replace any individual (whether or not named in ATTACHMENT C) from his/her assignment to the performance of services under this Contract. The Contractor understands that any person individually named in ATTACHMENT C may become a special state employee subject to M.G.L. c. 268A.

7. TERMINATION. This Contract shall terminate on the date specified in section 2. "PERIOD OF PERFORMANCE", unless terminated prior thereto as follows:

(a) Without Cause. Unless otherwise provided in ATTACHMENT A, either party may terminate this Contract without cause by giving written notice, pursuant to the provisions of section 20. "NOTICE", to the other party at least thirty (30) calendar days prior to the effective date of termination or such other period as is mutually agreed upon in advance by the parties in ATTACHMENT A.

(b) For Cause. If the Contractor breaches any term or condition of this Contract or fails to perform or fulfill any obligations required by this Contract, the Department may terminate or suspend this Contract by giving written notice to the Contractor, pursuant to the provisions of section 20. "NOTICE", at least seven (7) calendar days prior to the effective date of termination or suspension, or other such period as is agreed to in advance by the parties in ATTACHMENT A. The notice shall state the circumstances of the alleged breach, and at the Department's option, may state a reasonable period during which the alleged breach may be cured. In the case of a suspension under this paragraph, the notice of suspension shall be accompanied by instructions from the Department specifying requisite action(s) by the Contractor during the period of the suspension, a timetable for meeting those requirements and a description by the Department of allowable activities and costs, if any, during the suspension period. Failure by the Contractor to meet such requirements or to remedy any stated deficiencies according to the timetable prescribed by the Department shall be cause for immediate termination. The Department reserves the right to terminate this Contract immediately, upon the Contractor's receipt of written notice pursuant to the provisions of section 20. "NOTICE", in the event of fraud, criminal indictment of the Contractor, or in the event the Contractor files for bankruptcy.

(c) Emergency. The Department may terminate this Contract, or suspend this Contract for up to sixty (60) calendar days, by providing written notice to the Contractor, pursuant to the provisions of section 20. "NOTICE", stating the reasons for the Department's action, if the Department determines that an emergency situation exists which necessitates immediate action to protect state funds, federal funds, property or persons from injury, abuse or other harm. Such termination or suspension shall be effective upon the Contractor's receipt of written notice of either suspension or termination. In the case of a suspension under this paragraph, the notice of suspension shall be accompanied by instructions from the Department specifying requisite action(s) by the Contractor during the period of the suspension, a timetable for meeting those requirements and a description by the Department of allowable activities and costs, if any, during the suspension period. Failure by the Contractor to meet such requirements or to remedy any stated deficiencies according to the timetable prescribed by the Department shall be cause for immediate termination of this Contract.

(d) Elimination or Reduction of Funding. In the event of an elimination or reduction of funding for any reason, the Department may terminate this Contract by providing written notice of termination pursuant to the provisions of section 20. "NOTICE", at least fourteen (14) calendar days prior to the effective date of termination, or such other time period as is specified in ATTACHMENT A. In the alternative, the Department may provide a written conditional notice of termination with a proposed amendment to the Contract which shall provide that the Contract will terminate automatically fourteen (14) calendar days after the date of the Contractor's receipt of the conditional notice of termination, pursuant to the provisions of section 20. "NOTICE", or such other time period as is specified in ATTACHMENT A, unless the Contractor submits to the Department a properly signed copy of the amendment.

or such modified form of amendment as may be agreeable to the Department, within ten (10) calendar days after the date of the Contractor's receipt of the conditional notice of termination, or such other time as is specified in ATTACHMENT A or as agreed to in writing by the parties.

8. OBLIGATION IN THE EVENT OF TERMINATION. Unless otherwise provided in ATTACHMENT A, if the Contractor is not in default or breach of the terms of this Contract, the Department shall promptly pay the Contractor for all services performed and for all approved costs and uncancellable commitments reasonably incurred in performance of the Contract, as specifically identified in ATTACHMENT B, provided the Contractor submits completed invoices with supporting documentation covering such services no later than forty-five (45) days after the effective date of termination, but in no event later than August 15th for services performed or goods delivered in the preceding fiscal year (July 1 - June 30), and that the Contractor makes every reasonable effort to minimize any such costs incurred. The Contractor shall not be relieved of liability to the Department for any costs, injuries, penalties, damages or other charges sustained by the Department by virtue of any breach by the Contractor of this Contract. In addition to any other termination rights, the Department retains the right to pursue any and all available legal and equitable remedies and may withhold any payments to the Contractor for the purpose of set off until such time as the exact amount of damages to be paid by the Contractor is determined by the Department. If this Contract is terminated as a result of the Contractor's default or breach the Department may require the Contractor to pay the reasonable amount necessary to compensate a subsequent contractor to complete the delivery of the services that the Contractor had contracted to supply under this Contract, and any additional amounts that the Department reasonably determines are necessary to compensate for other direct and indirect costs resulting from the delays in the delivery of the services. The Contractor further covenants and agrees to pay all the Department's costs and expenses (including attorney's fees) reasonably incurred or paid by the Department or the Commonwealth in obtaining and enforcing any court order, settlement or judgment favorable to the Department for any obligation of the Contractor under this Contract.

9. RECORDKEEPING, INSPECTION OF RECORDS AND AUDITS. The Contractor shall maintain, and require its subcontractors to maintain books, records and other compilations of data, in such detail as shall properly substantiate claims for payment under this Contract, or as otherwise specified in ATTACHMENT A. The Contractor shall provide detailed fiscal and programmatic reports on the services or goods provided, and the expenditures made under this Contract in the format and in such detail as is specified in ATTACHMENT A. All such records and reports shall be kept for a period of six (6) years or for such longer period as is required in ATTACHMENT A. The computation of retention periods shall start on the first day after final payment under this Contract. If any litigation, claim, negotiation, audit or other action involving the records is commenced prior to the expiration of the applicable retention period, all records shall be retained until completion of the action and resolution of all issues resulting therefrom, or until the end of the applicable retention period, whichever is later. The Governor, the Secretary of the Executive Office for Administration and Finance, the Comptroller, the State Auditor, the Attorney General, the Department, the Department's Secretary, the federal grantor agency to the Department, or any of their duly authorized representatives or designees, shall have the right at reasonable times and upon reasonable notice, to examine and copy, at reasonable expense, the books, records and other compilations of data of the Contractor which pertain to the provisions and requirements of this Contract. Such access shall include on-site audits, review, and copying of records. The Department shall make a good faith effort to coordinate multiple requests by the aforementioned agencies so as to reduce any hardship or undue burden on the Contractor. If the Contractor receives federal funds pursuant to this Contract the Contractor agrees to comply with all federal requirements including but not limited to federal audits. Not-for-Profit Corporations that receive federal funds from the Department must comply with the audit requirements outlined in the federal Office of Management and Budget OMB Circular A-133, as amended. If this is a M.G.L. c.29 s.29A service contract, the Department retains the right to conduct an audit after termination of this Contract and may recover any costs (including, but not limited to administrative overhead or fringe benefit rate) or payments disallowed as a result of an audit pursuant to this Contract.

10. CONFIDENTIALITY. The Contractor acknowledges that in performance of this Contract it may acquire or have access to "personal data" and become a "holder" of personal data as defined by M.G.L. c. 66A. The Contractor shall comply with all laws and regulations relating to confidentiality and privacy, including but not limited to any rules or regulations of the Department. The Contractor shall at all times recognize the Department's ownership of personal data and the exclusive right and jurisdiction of the Commonwealth and "data subjects" (as defined in Chapter 66A) to control the use of personal data. The Contractor shall immediately notify the Department both orally and in writing if any personal data in the Contractor's possession is subpoenaed, improperly used, copied or removed by anyone except an authorized representative of the Department. The Contractor shall cooperate with the Department to enjoin or prevent misuse, regain possession, and otherwise protect the Commonwealth's rights in such personal data and to ensure the data subject's privacy. The Contractor shall allow the Department access to any personal data held by the Contractor. All personal data held by the Contractor shall be delivered to the Department within fourteen (14) calendar days after termination of this Contract. The Contractor agrees to take reasonable steps to insure the physical security of such data under its control, including any additional conditions specified in ATTACHMENT A. The Contractor agrees that it will inform each of its employees having any involvement with such personal data or other confidential information, of the laws and regulations relating to confidentiality. The Department shall have access at all times to any data maintained pursuant to the Contract, without the consent of the data subject. The Contractor shall use personal data, and material derived from such data, only as necessary for the performance of this Contract.

11. POLITICAL ACTIVITY PROHIBITED, ANTI-BOYCOTT WARRANTY. The Contractor may not use any Contract funds and none of the services to be provided by the Contractor may be used for any partisan political activity or to further the election or defeat of any candidate for public office. During the term of this Contract, neither the Contractor nor any controlled group, within the meaning of section 993 (a)(3) of the Internal Revenue Code, as amended, shall participate in or cooperate with any international boycott, as defined in Section 999 (b) (3) and (4) of the Internal Revenue Code of 1954, as amended; nor shall either engage in conduct declared to be unlawful by M.G.L. c.151E s.2.

12. INTELLECTUAL PROPERTY RIGHTS, PUBLICITY, PUBLICATION, REPRODUCTION AND USE OF MATERIAL. Unless otherwise provided in ATTACHMENT A, the following provisions shall apply to this section: Upon termination of this Contract, the originals of all finished and unfinished, documents, data, studies, reports or other deliverables prepared by the Contractor pursuant to this Contract shall become the property of the Department. The Contractor shall submit all deliverables and return all Department or Commonwealth-owned data, materials, documents to the Department as specified in ATTACHMENT A or within seven (7) calendar days after the Department's written request. The Commonwealth shall have title and own the copyright in any and all copyrightable deliverables or other final products specified to be delivered as an element of performance in this Contract. The Department shall be given reasonable access to all finished and unfinished deliverables. The Contractor shall at all times obtain the prior written approval of the Department before the Contractor, any of its officers, agents, employees or subcontractors, either during or after termination of the Contract, makes any statement to the press or issues any material for publication, derived from the deliverables received under this Contract. The Commonwealth shall have a royalty-free non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use the deliverables whether published or unpublished. The Contractor shall use reasonable means to inform the public that the Department provides financial support for its

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operations and services by explicitly stating this on publicity material, stationery, posters, other written materials and on its premises. The Contractor shall not make any application for patent or copyright of any deliverable without the prior written consent of the Department.

13. OWNERSHIP OF FURNISHINGS OR EQUIPMENT. Unless otherwise provided by a federal grant award, by law, or as specified in ATTACHMENT A, title to all furnishings and equipment provided by the Department, or paid for with Contract funds shall vest in and be retained by the Department. Any Contractor who is in possession of furnishings or equipment to which the Department has title shall maintain and keep on file a written inventory of all such property. The inventory shall contain but not be limited to the description and location of each item. The Contractor shall maintain such furnishings and equipment in its possession in the same condition as at the commencement of this Contract, wear and tear only excepted. Upon completion of performance or termination of this Contract, the Contractor shall return such furnishings and equipment in its possession to the Department or retain such furnishing and equipment until such time as the Department requests that such furnishings and equipment be returned to the Department.

14. ASSIGNMENT BY CONTRACTOR. The Contractor shall not assign in whole or in part or otherwise transfer any liability, responsibility, obligation or any other interest in this Contract without the prior written approval of the Department, and in the case of M.G.L. c.29 s.29A service contracts, without the prior approval of the Executive Office for Administration and Finance. Present and prospective claims for money due and owing to the Contractor from the Commonwealth hereunder may be assigned to a bank, trust company or other financial institution insured by the Federal Deposit Insurance Corporation (FDIC) without such consent so long as notice of such assignment is promptly furnished to the Department. Any complete or partial assignment of the Contractor's interest in this Contract shall require the assignee, at the Department's discretion, to supply such further information as the Department deems necessary to comply with the Commonwealth rules and regulations governing contracts for services. Any such assignment, in whole or in part, shall also be expressly made subject to all defenses, set-offs, or counter-claims which would have been available to the Commonwealth against the Contractor in the absence of such assignment.

15. SUBCONTRACTING. Unless otherwise provided in ATTACHMENT A, none of the services to be provided by the Contractor pursuant to this Contract shall be subcontracted in whole or in part to any other organization, association, individual, corporation, partnership or other entity without the prior written approval of the Department. No subcontract shall relieve or discharge the Contractor from any obligation or liability under this Contract. If this Contract is funded in whole or in part with federal funds, Contractor further agrees to take affirmative steps to utilize small businesses, minority owned firms, women's business enterprises and firms owned and controlled by socially and economically disadvantaged individuals as sources of supplies and subcontracted services. All subcontracts shall be in writing and shall contain provisions which are functionally identical to, and consistent with, the provisions of this Contract. All subcontracts shall be subject to the provisions of this Contract. The Department shall have the right to obtain a copy of any subcontract upon request.

16. NON-DISCRIMINATION IN EMPLOYMENT AND AFFIRMATIVE ACTION. The Contractor shall not discriminate against any qualified employee or applicant for employment because of race, color, national origin, ancestry, age, sex, religion, disability or sexual orientation. The Contractor agrees to comply with all applicable Federal and State statutes, rules and regulations prohibiting discrimination in employment including but not limited to: Title VII of the Civil Rights Act of 1964, as amended; the Age Discrimination in Employment Act of 1967, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; the Americans with Disabilities Act 42 USC 12101 et seq., 28 CFR Part 35; M.G.L. c. 151B, s. 4(1); c. 272 ss.92, 98, 98A; c. 98 s. 103; and all relevant administrative orders and executive orders, including but not limited to Executive Orders 227, 235, 237, 246, 253, 288. The Massachusetts Commission Against Discrimination (MCAD) shall determine compliance with this section. If a complaint or claim alleging violation by the Contractor of such statutes, rules or regulations is presented to the MCAD, the Contractor and its agents agree to cooperate fully with MCAD in the investigation and disposition of such complaint or claim. Neither the Commonwealth nor the Department shall assume any legal fees or costs in connection with the defense of such claim by the Contractor. In accordance with the terms set forth in this Contract and pursuant to Executive Order 227, any Contract delineating a maximum obligation of fifty thousand (\$50,000) dollars or more must include a copy of the Contractor's Affirmative Action Plan.

17. FORUM AND CHOICE OF LAW. This Contract and any performance herein shall be governed by and be construed in accordance with the laws of the Commonwealth. Any and all proceedings or actions relating to the subject matter herein shall be brought and maintained in the courts of the Commonwealth or the federal district court sitting in the Commonwealth, which shall have exclusive jurisdiction thereof. This paragraph shall not be construed to limit any other legal rights of the parties.

18. FORCE MAJEURE. Neither the Department nor the Contractor shall be liable to the other nor be deemed to be in breach of this Contract for failure or delay in rendering performance arising out of causes factually beyond their control and without their fault or negligence. Such causes may include, but are not limited to: Acts of God or the public enemy, wars, fires, floods, epidemics, quarantine restrictions, strikes, unforeseen freight embargoes or unusually severe weather. Dates or times of performance shall be extended to the extent of delays excused by this section, provided that the party whose performance is affected notifies the other promptly of the existence and nature of such delay. It is agreed that since the performance dates of this Contract are of the essence and important to the implementation of essential Department work, continued failure by the Contractor to perform for periods aggregating forty-five (45) or more calendar days, or other such period as specified in ATTACHMENT A, even for causes beyond the control of the Contractor, shall afford the Department the right to immediately terminate this Contract.

19. COMPLIANCE WITH LAWS AND INDEMNIFICATION OF COMMONWEALTH. The Contractor shall comply with all applicable laws, rules, regulations, ordinances, orders or requirements of the Commonwealth and any governmental authority relating to the delivery of the goods or services specified in this Contract. The Department may require the Contractor to pay fines, penalties and damages that may arise out of, or may be imposed because of, the Contractor's breach or failure to comply with the provisions of this Contract. Unless otherwise provided by law, the Contractor shall indemnify and hold harmless the Commonwealth, the Department, its agents, officers and employees against any and all liability, loss, damages, penalties, costs or expenses for personal injury or damage to real or tangible personal property which the Commonwealth or the Department may sustain, incur or be required to pay, resulting from, arising out of, or in connection with the services performed or delivered under this Contract by reason of acts, inactions, omissions, negligence, reckless or intentional misconduct of the Contractor, its agent(s), officers, employees or subcontractors; provided that the Contractor is notified by the Commonwealth or the Department of any claim within a reasonable time after the Commonwealth or the Department becomes aware of it, and the Contractor is afforded an opportunity to participate in the defense of such claim. In such event, no negotiated settlement agreement shall be binding on the Contractor without the Contractor's concurrence. Unless otherwise provided by law, the Commonwealth or the Department may elect to indemnify the Contractor for claims arising in tort if it is determined that the Contractor performed its obligations under this Contract pursuant to the direct supervision and control of the Commonwealth, the Department or their designated agent(s).

20. NOTICE Unless otherwise specified in ATTACHMENT A, any notice hereunder shall be in writing and shall be deemed delivered and received when given in person to either party, or when received by fax, express mail, certified mail return receipt requested, regular mail postage prepaid or delivered by any other appropriate method evidencing actual receipt by the party to whom the notice was delivered. The notice shall be addressed to the persons and addresses indicated in the Contract or as otherwise specified in ATTACHMENT A. A copy of said notice, referencing the encumbrance document identification number of this Contract shall also be filed with the Office of the Comptroller, Procurement Division, One Ashburton Place, 9th Floor, Boston, MA 02108, to be attached to the original Contract on file in that office.

21. INSURANCE Unless otherwise provided by law, the Contractor shall provide and maintain at least the minimum statutorily required insurance for the Contractor and its employees, including but not limited to, worker's compensation and unemployment compensation insurance, including but not limited to M.G.L. c. 151A, c. 151B, c. 152, or applicable laws in any state where work is performed under this Contract. The Contractor shall provide adequate proof of the fulfillment of any of the requirements of this section to the Department within seven (7) days of its receipt of a written request by the Department. The Contractor understands and agrees that violations of statutory insurance provisions may subject the Contractor to immediate termination of this Contract and debarment from bidding on and receiving state and municipal contracts in the future. ATTACHMENT A shall specify any additional insurance requirements during the term of this Contract.

22. WAIVERS The provisions contained in this Contract may be modified only as specifically provided in each section of this Contract. Waivers of any additional term, condition, covenant, duty or obligation contained in this Contract may be made only by written amendment pursuant to the provisions of section 23. "AMENDMENTS", and are subject to any applicable laws, regulations and procedures. All waivers for M.G.L. c.29 s.29A service contracts must be made in accordance with 801 CMR 20.00 and require approval of the Executive Office for Administration and Finance. All waivers for 815 CMR 2.00 Contracts require approval by the Office of the Comptroller. Forbearance or indulgence in any form or manner by a party shall not be construed as a waiver, nor in any way limit the legal or equitable remedies available to that party. No waiver by either party of any default in breach shall constitute a waiver of any subsequent default or breach. All waivers and approvals must be filed with the Office of the Comptroller, either with the initial filing of this Contract or thereafter by referencing the encumbrance document identification number of this Contract, prior to the effective date of the waiver.

23. AMENDMENTS No amendment to this Contract shall be effective unless it is executed by authorized representatives of both parties in accordance with all applicable laws, regulations and procedures and filed at the Office of the Comptroller, referencing the encumbrance document identification number of this Contract, prior to the effective date of the amendment. Amendments to M.G.L. c.29 s.29A service contracts and all required authorizations must be made in accordance with the provisions of 801 CMR 20.00. Amendments to 815 CMR 2.00 must be made in accordance with 815 CMR 2.00.

24. M.G.L. c.29 s.29A SERVICE CONTRACTS-SECRETARIAT APPROVAL Services may not begin, nor will an amendment, extension, or waiver be effective, prior to the date that this Contract, amendment, extension or waiver receives prior written approval of the secretary or his/her delegate having charge of the Department. Such approval shall also certify that the Contract, amendment, extension or waiver complies with M.G.L. c.29 s.29A, the regulations promulgated pursuant thereto, and all other requirements of law. No payments will be made until the date that the executed Contract, amendment, extension or waiver, or a certified copy thereof, including all relevant attachments, and the requisite approvals or signatures pursuant to this section have been filed with the Office of the Comptroller.

25. SEVERABILITY, HEADINGS AND INTERPRETATION, INTEGRATION If any provision of this Contract is declared or found to be illegal, unenforceable or void, then both parties shall be relieved of all obligations under that provision. The remainder of the Contract shall be enforced to the fullest extent permitted by law. The headings used herein are for reference and convenience only and shall not be a factor in the interpretation of this Contract. The parties understand and agree that this Contract, including ATTACHMENT A, ATTACHMENT B and ATTACHMENT C and any additional attachments referenced in ATTACHMENT A, shall supersede all other verbal and written agreements and negotiations by the parties relating to the performance of services under this Contract.

26. EXECUTION AND CERTIFICATION IN WITNESS WHEREOF, the Department and the Contractor have caused this Contract to be executed by their respective authorized officers, as of the last date set forth below, AND THE CONTRACTOR CERTIFIES, UNDER THE PAINS AND PENALTIES OF PERJURY, THAT THE CONTRACTOR IS IN COMPLIANCE WITH EACH OF THE FOLLOWING:

- a. **TAXES.** Pursuant to M.G.L. c.62C s.49A, the Contractor has filed all state tax returns, paid all taxes and complied with all laws of the Commonwealth relating to taxes.
- b. **EMPLOYMENT SECURITY CONTRIBUTIONS (Unemployment Compensation).** Pursuant to M.G.L. c.151A s.19A, the Contractor has complied with all laws of the Commonwealth relating to contributions and payments in lieu of contributions to the Employment Security System.
- c. **DISCLOSURE OF PERSONS WITH FINANCIAL INTEREST.** (M.G.L. c.29 s.29A Contracts only) Pursuant to the provisions of M.G.L. c.7A s.6., that the names of all persons having a financial interest in this Contract appear below as follows: (This shall not include any person whose financial interest consists of the holding of one percent (1%) or less of the capital stock of a corporation contracting to provide the services herein):

NAMES

ADDRESSES

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- d. **ADDITIONAL INCOME DISCLOSURE** (M.G.L. c.29 s.29A Contracts only) The Contractor certifies that the following amounts represent all income due to or to become due to the Contractor, for services rendered to the Commonwealth, any political subdivision or public authority, during the period of this Contract.

- e. **PROVISION OF CHILD CARE** (Effective for all Contracts awarded on or after 7/1/92.) The Contractor certifies that, at the time of execution, it is in compliance with the provisions of Section 7 of Chapter 521 of the Acts of 1990 as amended by Chapter 329 of the Acts of 1991, and 102 CMR 12.00 and that the Contractor is either a "qualified employer" because it has fifty (50) or more full time employees and has established a dependant care assistance program, child care tuition assistance, or on-site or near-site child care placements, or is an "exempt employer".
- f. **CERTIFICATES AND REPORTS**. The Contractor certifies that pursuant to M.G.L. c.156B s.109 (business corporations), c. 180 s.26A (non-profit corporations), c.181 s.4 (foreign corporations) and c. 12 s.8F (public charities), the Contractor has filed all required certificates and reports with the Commonwealth of Massachusetts Secretary of State and/or the Commonwealth of Massachusetts Attorney General's Office, Division of Public Charities.
- g. **COMPULSORY WORKERS' COMPENSATION INSURANCE** (Employers Only) The Contractor certifies that the Contractor has complied with the provisions of M.G.L. c. 152 requiring a current workers' compensation insurance policy covering all employees of the Contractor.
- h. **DEBARMENT**. The Contractor is not currently debarred or suspended by the Commonwealth of Massachusetts, or any of its entities or subdivisions, under any Commonwealth law or regulation, including but not limited to M.G.L. c. 29 s. 29F and M.G.L. c. 152 s. 25C.
- i. **AMERICANS WITH DISABILITIES ACT**. The Contractor is aware of the recently enacted American with Disabilities Act which prohibits discrimination based upon disability and shall meet the standards applicable to the state under the Americans with Disabilities Act 42 USC 12101 et seq.; 28 CFR Part 35, as amended.

CONTRACTOR:

COMMONWEALTH OF MASSACHUSETTS/DEPARTMENT:

BY: _____

BY: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

ATTACHMENT A - SCOPE OF SERVICES AND ADDITIONAL TERMS AND CONDITIONS

INSTRUCTIONS FOR DEPARTMENT AND CONTRACTOR: Please provide: (1) a detailed description of all the types of services that will be provided pursuant to this Contract, including any dates or other necessary information; (2) identify all the specific deliverables that will be required under this Contract including detailed performance measurements such as quantity, quality, and time schedules for performance; (3) Specify any additional terms and conditions (not in conflict with the terms and conditions of this Contract) including but not limited to: whether or not the Contractor will be required to submit fiscal and programmatic reports (state grants); the detail and format invoices and supporting documentation (section 9.); additional requirements for security of confidential information such as fire, smoke and water damage protection, alarm systems, locked files, guards or other devices reasonably expected to prevent loss or unauthorized removal of manually held data, passwords, access logs, badges or other methods reasonably expected to prevent loss or unauthorized access to electronically or mechanically held data, limited access to terminals or to input documents, and design provisions to limit the use of personal data (section 10.); the names and addresses of representatives of each party to receive notice (section 20.); additional insurance requirements to be provided by the Contractor (fire and water damage, personal liability, casualty, auto, property damage, professional liability (section 21.)); (4) Contracts with maximum obligations of \$50,000 dollars are more are required to file a copy of their Affirmative Action Plan with the Department. (5) This Contract should be reviewed carefully by appropriate legal staff of both parties prior to the formal execution. (Attachments A and B may be combined into one attachment, invoice or estimate, or a copy of the response to the Request for Proposals/Qualifications (RFP/RFQ) or Grant Application may be attached in lieu of Attachments A & B if each specifically outlines the requirements for the "SCOPE OF SERVICES AND ADDITIONAL TERMS AND CONDITIONS" and the "BUDGET AND APPROVED EXPENDITURES" including all applicable rates and costs, except that the invoice, estimate, RFP, RFQ, or Grant Application's maximum obligation may not exceed the maximum obligation set forth in the Contract). Attach additional pages as necessary.

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ATTACHMENT B - BUDGET AND APPROVED EXPENDITURES

INSTRUCTIONS FOR DEPARTMENT AND CONTRACTOR: Please provide a detailed breakdown of how the Contract funds will be allocated or spent and all the approved expenditures that may be made under this Contract. This Attachment should include any limitations or Items, costs or expenditures which will not be funded or reimbursed by the Commonwealth or the Department. The Contractor shall only be paid by Department for costs incurred under this Contract in accordance with this Attachment or any approved amendment hereto. This attachment should indicate if the Contractor will be reimbursed for travel, meals or other incidental expenses, applicable rates, approved costs, or the maximum hours to be worked by the Contractor per day, per week, per month or for the duration of this Contract if applicable. Invoices containing expenses which are not specifically listed or identified in the "Budget" cannot be authorized for payment. Attachments A and B may be combined into one attachment, invoice or estimate, or a copy of the response to the Request for Proposals/Qualifications (RFP/RFQ) or Grant Application may be attached in lieu of Attachments A & B if each specifically outlines the requirements for the "SCOPE OF SERVICES AND ADDITIONAL TERMS AND CONDITIONS" and the "BUDGET AND APPROVED EXPENDITURES" including all applicable rates and costs, except that the invoice, estimate, RFP, RFQ, or Grant Application's maximum obligation may not exceed the maximum obligation set forth in the Contract. Attach additional pages as necessary.

ATTACHMENT C - KEY PERSONNEL

[M.G.L. C.29 S.29A SERVICE CONTRACTS ONLY - OR UPON REQUEST BY DEPARTMENT]

INSTRUCTIONS FOR DEPARTMENT AND CONTRACTOR: Please attach the resumes of, or provide a detailed description of the qualifications of all key personnel specifically assigned to perform services under this Contract. Unless otherwise provided below, if an individual named in ATTACHMENT C becomes unavailable the Contractor shall notify the Department immediately and shall provide the name(s) of suitable replacement(s). Upon the Department's request, the Contractor shall provide the Department with the resume(s) of the proposed replacement(s) and offer the Department an opportunity to interview that person(s). If the Department is not reasonably satisfied that the proposed replacement has comparable ability and experience, the Department shall so notify the Contractor within ten (10) working days after receiving the resume and completing any interview, whereupon the Contractor shall propose another replacement and the Department shall have the same right of approval. Such process shall be repeated until a proposed replacement is approved by the Department.
